

1 BROWN RUDNICK LLP
2 Joel S. Miliband (SBN 077438)
(JMiliband@brownrudnick.com)
2211 Michelson Drive
3 Seventh Floor
Irvine, California 92612
4 Telephone: (949) 752-7100
Facsimile: (949) 252-1514

5 BROWN RUDNICK LLP
6 David J. Molton (SBN 262075)
(DMolton@brownrudnick.com)
7 Seven Times Square
New York, New York 10036
8 Telephone: (212) 209-4800
Facsimile: (212) 209-4801

9 Attorneys for the Fire Victim Trustee

10

11 **UNITED STATES DISTRICT COURT FOR THE**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **In re:**

14 **PG&E CORPORATION,**

15 -and-

16 **PACIFIC GAS AND ELECTRIC**
17 **COMPANY,**

18 **Debtors.**

Bankruptcy Case No. 3:19-bk-030088 DM

Chapter 11

(Lead Case)

(Jointly Administered)

MOTION FOR PARTIAL WITHDRAWAL
OF THE BANKRUPTCY REFERENCE
FOR THE LIMITED PURPOSE OF
APPOINTING THE HON. ELLEN SICKLES
JAMES (RET.) AS SPECIAL MASTER
PURSUANT TO FED. R. CIV. PROC. 53

- 21 Affects PG&E Corporation
22 Affects Pacific Gas and Electric
23 Company
24 Affects both Debtors

25 **All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Date: TBD
Time: TBD
Ctrm: TBD
Place: TBD
Judge: TBD

26 The Honorable John K. Trotter (Ret.), in his official capacity as trustee (the “**Trustee**”)
27 of the PG&E Fire Victim Trust (the “**Fire Victim Trust**” or the “**Trust**”), by and through his
28 attorneys, Brown Rudnick LLP, hereby moves the Court pursuant to 28 U.S.C. § 157(d) to

1 partially withdraw the reference to the bankruptcy court¹ for the limited purpose of appointing
2 the Hon. Ellen Sickles James (Ret.) pursuant to Fed. R. Civ. Proc. 53 as Special Master to
3 oversee the discharge of the special duty owed by the Court to minors and persons with a
4 disability for the protection of money to be paid to such persons as distributions from the Fire
5 Victim Trust.

6 **INTRODUCTION**

7 1. The Fire Victim Trust was created to implement certain of the terms of the *Joint*
8 *Chapter 11 Plan of Reorganization dated June 19, 2020* (together with all exhibits and schedules
9 thereto, the “**Plan**”), confirmed by an order entered on June 20, 2020 [Bankr. Docket No. 8053]
10 (the “**Confirmation Order**”) by the United States Bankruptcy Court for the Northern District of
11 California (the “**Bankruptcy Court**”) in the chapter 11 cases of PG&E Corporation (“**PG&E**
12 **Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”) (collectively, the “**Debtors**”),
13 jointly administered under Case No. 19-30088 (the “**Chapter 11 Cases**”).

14 2. The Trustee was appointed in the Chapter 11 Cases by order of the Bankruptcy
15 Court entered April 14, 2020 [Bankr. Docket No. 6760] and has been serving as the Trustee²
16 pursuant to the Confirmation Order since the Trust became effective on July 1, 2020.

17 3. The Fire Victim Trust Agreement, dated as of July 1, 2020, (the “**Trust**
18 **Agreement**”) provides for the Trust to evaluate claims for damages brought by victims of the
19 wildfires identified in the Trust Agreement and, to the extent either approved and liquidated
20 pursuant to the Fire Victim Claims Resolution Procedures set forth in the Trust Agreement (the
21 “**CRP**”) or Approved, to satisfy and pay claims from assets provided by the Debtors pursuant to
22 the Plan.

23

24

25 ¹ The United States District Court for the Northern District of California referred the Chapter 11 Cases to the
26 Bankruptcy Court pursuant to General Order No. 24, *Order Referring Bankruptcy Cases and Proceedings to*
Bankruptcy Judges and Authorizing Bankruptcy Appeals to be Decided by the Ninth Circuit Bankruptcy Appellate
Panel.

27 ² The Trustee is one of two trustees of the Fire Victim Trust and the sole trustee with authority to participate in
28 proceedings on behalf of the Trust. Trust Agreement, at §2.1(e)(xi). The other trustee is Wilmington Trust, N.A.,
appointed for the limited purpose of fulfilling the requirements of Section 3807(a) of the Delaware Statutory Trust
Act (12 Del. Code § 3801 *et seq.*) and for taking such actions as are required to be taken by a Delaware trustee
thereunder.

1 4. The Trustee acts as the fiduciary to the Trust in accordance with the provisions of
2 the Trust Agreement. Trust Agreement, § 2.1. The Trustee is assisted in the discharge of his
3 duties by the Claims Administrator, who, pursuant to the Trust Agreement, is given reasonable
4 discretion in the means and methods in carrying out the duty of resolving fire victim claims
5 consistently with the Plan, the Trust Agreement and the CRP. Cathy Yanni has been appointed
6 and is serving as the Claims Administrator of the Trust (the “**Claims Administrator**”).

7 5. In accordance with the Plan and the Trust Agreement, the Trustee is authorized
8 under the CRP to determine the eligibility of claims for payment and the amount awarded for any
9 approved claim. Plan, § 4.26. (“Each holder of a Fire Victim Claim shall receive payment as
10 determined in accordance with the Fire Victim Claims Resolution Procedures.”); Trust
11 Agreement, § 2.4(b) (“In furtherance of, and consistent with, the purpose of the Trust
12 Documents, the Plan and the Confirmation Order, the Claims Administrator, in conjunction with
13 the Trustee, shall have the power and authority to determine the eligibility, amount, and
14 allowance of Fire Victim Claims, at all times subject to the CRP (as may be amended, modified
15 or supplemented.”). After the exhaustion of the review processes contained in CRP, the
16 determination of the amount payable from the Fire Victim Trust to any claimant is final. CRP,
17 Article VIII; Trust Agreement § 2.4(d) (“The Claims Administrator’s determination, as
18 confirmed by the Trustee, of eligibility, amount, and allowance of each Fire Victim Claim shall
19 be final and binding, and shall not be subject to any challenge or review of any kind, by any
20 court or other person or entity, except as set forth in Section IX of the CRP.”).³

21 6. The Trustee is advised by the Claims Administrator that over 9,000 of the
22 Claimants with claims to be determined by the Trust have been or will be asserted by or on
23 behalf of minors or adult persons with a disability (“**Protected Persons**”). District courts have a
24 special duty, derived from Federal Rule of Civil Procedure 17(c), to safeguard the interests of
25 litigants who are Protected Persons. Robidoux v. Rosengren, 638 F.3d 1177, 1181 (9th Cir.
26 2011). To facilitate and enable the safeguarding of the interests of Protected Persons, the Trust
27

28 ³ Judicial review is available for a limited number of claims identified in the Confirmation Order at paragraph 18(k).
See CRP, Article IX, A.

1 Agreement authorizes the Trustee to petition the District Court for the Northern District of
2 California for the appointment of a special master (the “**Special Master**”) to propose,
3 implement and enforce measures and procedures necessary for the protection of the financial
4 interests of Protected Persons in funds disbursed to satisfy their claims and otherwise to protect
5 the interests of such persons consistent with Fed. R. Civ. Proc. 17(c), federal law, the Plan and
6 the Trust Agreement.⁴

7 7. The Trustee proposes the appointment of the Hon. Ellen Sickles James (Ret.), as
8 Special Master to undertake these duties and responsibilities. Judge James is eminently qualified
9 to discharge the duties of this appointment. Her declaration in support of this motion is annexed
10 hereto as Exhibit B.

JURISDICTION

12 8. The Court has jurisdiction pursuant to 28 U.S. Code § 1334 over all civil
13 proceedings arising under title 11 or arising in or related to cases under title 11.

14 9. Additionally, the Trust Agreement identifies the Court as having concurrent
15 jurisdiction with the Bankruptcy Court over certain Trust matters relating to claims involving
16 personal injury and wrongful death. Trust Agreement, § 1.6.

RELIEF SOUGHT

18 10. The Trustee hereby seeks the appointment, subject to her qualification, of the
19 Hon. Ellen Sickles James (Ret.) as Special Master pursuant to Fed. R. Civ. Proc. 53, to have the
20 duties and authority conferred on the Special Master pursuant to an Order for Appointment as
21 Special Master, a proposed form of which annexed hereto as Exhibit A.

22 11. Due to the exclusive authority of the district court to appoint a Special Master
23 pursuant to Rule 53, the Trustee hereby seeks the partial withdrawal of the reference pursuant to
24 28 U.S. Code § 157(d) for the limited purpose of appointing the Special Master.

⁴ The Trustee is in the process of amending the Trust Agreement in accordance with the terms thereof and in consultation with the Trust Advisory Committee.

1 12. Under Rule 53(a)(1)(C), the district court may appoint a special master to
2 “address post-trial matters that cannot be effectively and timely addressed by a judge of the
3 court.” Fed. R. Civ. Proc. 53(a).

BACKGROUND

A. The Claims Resolution Process.

6 13. Pursuant to the Plan, certain pre-petition claims against the Debtors, including
7 claims for personal injury, wrongful death and property damage, (“**Fire Victim Claims**”) were
8 deemed satisfied, settled, released and discharged through the funding by the Debtors of the
9 Trust. Plan, §4.26 (“Funding of the Fire Victim Trust as provided [in the Plan] shall be in
10 restitution and full and final satisfaction, release, and discharge of all Fire Victim Claims.”).

11 14. The Fire Victim Trust Agreement authorizes the determination of eligibility for,
12 and the amount of compensation to be paid to, the holders of timely filed Fire Victim Claims
13 (respectively, “**Claimants**” and “**Claims**”) in an equitable manner and on a *pro rata* basis
14 “consistent with the terms of the Trust Documents, the Plan, the Confirmation Order and
15 California and federal law.” Trust Agreement, Preamble.

16 15. The implementation and administration of the CRP is discharged under the Trust
17 Agreement by the Claims Administrator in consultation with the Trustee, the Claims Processor,
18 Neutrals, and Trust Professionals with the goal of securing the just, speedy, and cost-efficient
19 determination of every Claim. Those entrusted with the consideration and determination of
20 Claims are required to treat all Claimants with abiding respect and to strive to balance the
21 prudent stewardship of the Trust with care in its administration, allocation, and distribution.

16. The procedures established pursuant to the Trust Agreement for the determination
of the amount to be paid in satisfaction of claims are set forth in the CRP, which is incorporated
into and comprises part of the Trust Agreement. The CRP applies to all Claims, other than claims
liquidated pursuant to a settlement approved by the bankruptcy court or a claim subject to a final
judicial determination.

27 17. The CRP governs the process by which each Claim is reviewed, including
28 determining whether a Claim is eligible or ineligible for payment and, if eligible, the amount

1 approved for payment (the “**Claims Determination Amount**”). Principles underlying the review
2 process include the objective of consistent outcomes regardless of the asserted amount of the Fire
3 Victim Claim and the independence of the Trustee, Claims Administrator and other persons that
4 under the Trust Agreement participate in the CRP. *See* Trust Agreement, Preamble.

5 18. After the Trust has fully evaluated a Claim, the Claims Processor will issue a
6 notice to the Claimant explaining the result of the review (the “**Claims Determination**”). If the
7 Claimant accepts the Claims Determination, it becomes the final determination of the Claim (the
8 “**Final Determination**”). CRP, § VII.A.

9 19. The CRP includes dispute resolution procedures. If Claimants are dissatisfied
10 with a Claims Determination, they may seek reconsideration by the Claim Administrator and the
11 Claim Processor who may, following reconsideration, modify the Claim Determination. If
12 accepted by a Claimant, a determination pursuant to reconsideration (a “**Reconsideration**
13 **Determination**”) will become a Final Determination. CRP, § VIII.A.

14 20. If dissatisfied with a Reconsideration Determination, the Claimant may follow the
15 CRP appeal process. Pursuant to the CRP process, the Claim will be considered *de novo* by a
16 neutral selected in accordance with the CRP, who shall issue a determination (the “**Appeals**
17 **Determination**”). CRP, § VIII.B.7. The Trustee is authorized to accept, revise or reject any
18 Appeals Determination (the “**Trustee Determination**”). *Id.* Unless a Claimant is eligible to seek
19 a judicial review of the Trustee Determination and acts to do so within a prescribed period, the
20 Trustee Determination is a Final Determination. *Id.*

21 21. A Final Determination is final and binding and is not subject to challenge or
22 review of any kind by any court or other person or entity except as set forth in Section IX of the
23 CRP. Trust Agreement, §2.4(d).

24 22. The Claims Administrator and the Claims Processor have estimated that over
25 9,000 Fire Victim Claims have been or will be asserted on behalf of Protected Persons. While the
26 vast majority of these claims have been or will be submitted through attorneys, claims on behalf
27 of some minors have been or will be submitted *pro se*.

1 23. The Trust Agreement provides that distributions in satisfaction of approved Fire
2 Victim Claims (“**Approved Claims**”) are to be made (a) if the beneficial owner of an Approved
3 Claim (the “**Beneficial Owner**”) is represented by counsel, to such counsel, or, (b) if the
4 Beneficial Owner is not represented, directly to the Beneficial Owner. *Id.*, § 4.3.

5 24. Any and all distributions of Trust Assets are required by the Trust Agreement to
6 be made in compliance with applicable laws. Trust Agreement, § 8.15. Distributions shall be
7 made only after the Trustee has determined that all obligations of the Trust with respect to each
8 such Approved Claim have been satisfied. *Id.*, § 4.2 (a).

9 B. Federal and State Law Principles Concerning Litigation Proceeds to Protected
10 Persons.

11 25. California state law imposes restrictions on the disbursement and investment of
12 money or other property paid pursuant to a settlement or judgment for the benefit of a Protected
13 Person. Probate Code. Cal. Prob. Code § 3600 (West). In all cases over which the state court has
14 jurisdiction, an order approving the settlement or issuing a judgment is required to set forth the
15 expenses, costs and attorneys’ fees, if any, that can be paid from the money or other property
16 paid to satisfy the settlement or judgment. Cal. Prob. Code § 3601 (West); Cal. Rule of Ct.
17 7.955.5 (setting the standard for allowance of attorney’s fees payable from money or property
18 paid or to be paid for the benefit of a minor or a person with a disability). Under state law, in
19 instances where a contingency fee has been proposed, a showing of good cause may be required
20 to award more than 25% of any recovery for the benefit of a minor. Schwall v. Meadow Wood
21 Apts., No. CIV. S-07-0014 LKK, 2008 WL 552432, at *1-*2 (E.D. Cal. Feb. 27, 2008) (*citing*,
22 *inter alia*, a “leading California practice guide,” internal quotation marks omitted). *See also*
23 Napier v. San Diego, No. 15-cv-581-CAB-KSC, 2017 WL 5759803, at *9 (S.D. Cal. No. 28,
24 2017) (“Generally, fees in minors’ cases have historically been limited to 25% of the gross
25 recovery”).

26 26. Subject to certain exceptions, California state law requires the remaining balance
27 of the money and other property to which the Protected Person has become entitled to either be
28 placed in an insured account or an annuity and to be subject to withdrawal only upon

1 authorization of the court. Cal. Prob. Code § 3611 (West). However, if a guardianship or
2 conservatorship is already in existence, the remaining balance can be paid or delivered to the
3 guardian or conservator of the estate. Cal. Prob. Code § 3602 (West).

4 27. A federal district court exercising jurisdiction over a civil proceeding involving a
5 minor's claim has a duty to safeguard the interests of the minor litigant in the proceeds of
6 litigation on their behalf. Robidoux v. Rosengren, 638 F.3d 1177, 1181 (9th Cir. 2011); *see*
7 also Fed. R. Civ. P. 17(c) (district courts "must appoint a *guardian ad litem*—or issue another
8 appropriate order—to protect a minor or incompetent person who is unrepresented in an
9 action."). The typical practice in the district courts in this Circuit has been to apply state law and
10 local rules governing the award of attorney's fees in cases involving minors. *Id.* In Robidoux,
11 however, the Court instructed that the district court may apply federal standards in a case within
12 its jurisdiction.

13 28. Unlike some of its sister district courts, the local rules of this district do not
14 include specific provisions governing the disbursement of the proceeds of litigation of minor's
15 claims. *See* S.D.Cal. L.R. 17.1 (incorporating by reference the provisions of California Probate
16 Code Section 3600, et seq.). However, the Court of Appeals made plain that even in the absence
17 of a specific rule of procedure, the district court has a duty to protect the interests of minors in
18 the proceeds of litigation on their behalf. Robidoux, 638 F.3d at 1181.

19 29. The CRP provides that "any award of attorneys' fees with respect to a Claim shall
20 be determined in accordance with the laws of the State of California." CRP, § XI.A. However,
21 neither the Trust Agreement nor CRP specifically authorizes the Trustee to approve or restrict
22 the payment of attorneys' fees from Claims Determination Amounts, nor does either expressly
23 authorize the Trustee to direct the manner in which Claims Determination Amounts payable to
24 minors must be invested or whether and how Claims Determination Amounts distributed for the
25 benefit of a Protected Person must be protected from unauthorized use. For example, with regard
26 to the handling of Claims Determination amount distribution, the Trust Agreement provides only
27 that any Claimant who was represented by an attorney at the time must agree to receive their
28 award through their attorney or provide evidence that no attorneys' lien or potential attorney's

1 lien is asserted or assertible. CRP, § XI.B. Furthermore, if there is an attorney's lien asserted or
2 assertible, the Trust may be required to hold back any disputed portion of the Claims
3 Determination Amount until the dispute is resolved. *Id.*

4 30. The Trustee has accordingly identified the need for a means to implement
5 measures, consistent with state and federal law, for the protection of Protected Persons' interests
6 in Claims Determination Amounts. In view of the numerosity of Claims that have been asserted
7 on behalf of Protected Persons, the Trustee believes that the interests of efficiency and the
8 convenience of the Court will be served by the appointment of a Special Master authorized to
9 discharge the following duties and issue the following orders, all such authority to be exercised
10 consistent with Rule 53:

- 11 (a) To assess whether, in advance or and in conjunction with the CRP process, a
12 *guardian ad litem* must be appointed for a Protected Person on whose behalf a
13 Claim has been submitted in order to make decisions regarding participation in
14 the dispute resolution process and to oversee such appointment as necessary;
- 15 (b) For any Protected Person entitled to payment of a Claims Determination Amount
16 and represented by an attorney, to obtain disclosure of the following matters: by
17 whom and the terms under which the attorney was employed; whether the
18 attorney has received or expects to receive any compensation, from whom, and
19 the amount;
- 20 (c) To propose, or review the measures proposed by a *guardian ad litem*, guardian or
21 other authorized representative of the Protected Person for the protection of a
22 Protected Person's interests in a Claims Determination Amount, such as the
23 creation and maintenance of a blocked account;
- 24 (d) To determine whether proposed measures to protect a Protected Person's interests
25 in Claims Determination Amount are at least as protective as measures used by
26 California state courts for such purposes and are otherwise consistent with federal
27 and law and, on such basis, to issue orders approving such measures;

- (e) To issue orders determining the reasonableness of attorneys' fees and allowing or restricting the payment of attorneys' fees and other costs and expenses from any Claims Determination Amount;
 - (f) To propose procedures for obtaining authorization of future disbursements from any account established for a Protected Person and to recommend the adoption of such procedures to the Claims Administrator;
 - (g) To make findings and recommendations for measures to protect the interests of Protected Persons who are Beneficial Owners of Claims and to report such findings to the Claims Administrator and the Trustee, including, in the interests of efficiency, omnibus measures to be generally applicable to disbursements to or on behalf of Protected Persons;
 - (h) To oversee the implementation of any measures approved by the Court for the protection of Protected Persons and to issue orders enforcing such protective measures; and
 - (i) To make periodic reports to the Claims Administrator and the Trustee setting forth the findings and recommendations referred to hereinabove and concerning such other matters as the Court or the Trustee shall request.

31. The Trustee requests that the appointment of the Special Master continue until the Trustee notifies the Court that all Claims duly filed with the Trust on behalf of Protected Person have been liquidated, approved or disallowed, accepted, and paid to the extent possible based upon funds available through the Plan and as provided in the Trust Agreement; provided however, that the Trustee may seek the appointment to continue to the extent the procedures adopted for the protection of Protected Persons shall require the continued oversight of the Special Master.

32. The Trustee proposes that the Special Master shall be compensated at an hourly rate of \$1,100, which compensation shall be paid from assets of the Trust.

CONCLUSION

1 It is hereby respectfully requested that the Court appoint the Special Master pursuant to
2 an Order in the form annexed hereto.

3 DATED: November 6, 2020

BROWN RUDNICK LLP

/s/ Joel S. Miliband
Joel S. Miliband (SBN 077438)
(JMiliband@brownrudnick.com)
2211 Michelson Drive
Seventh Floor
Irvine, California 92612
Telephone: (949) 752-7100
Facsimile: (949) 252-1514

and

BROWN RUDNICK LLP
David J. Molton (SBN 262075)
(DMolton@brownrudnick.com)
Seven Times Square
New York, New York 10036
Telephone: (212) 209-4800
Facsimile: (212) 209-4801

Attorneys for the Fire Victim Trustee

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2 EXHIBIT A
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10 UNITED STATES DISTRICT COURT FOR THE
11 NORTHERN DISTRICT OF CALIFORNIA
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14 **In re:** Bankruptcy Case No. 3:19-bk-030088 DM
15 **PG&E CORPORATION,** Chapter 11
16 -and- (Lead Case)
17 **PACIFIC GAS AND ELECTRIC COMPANY,** (Jointly Administered)
18 **Debtors.**

- 19 **Affects PG&E Corporation**
20 **Affects Pacific Gas and Electric Company**
21 **Affects both Debtors**

22 **[PROPOSED] ORDER FOR
APPOINTMENT OF A SPECIAL MASTER
PURSUANT TO FED. R. CIV. PROC. 53**

23 *All papers shall be filed in the Lead Case,
24 No. 19-30088 (DM).

25
26 **APPOINTMENT OF SPECIAL MASTER**

27
28 1. Upon consideration of the motion of the Trustee of the PG&E Fire Victim Trust
(the “Fire Victim Trust”) for withdrawal of the reference and to appoint a Special Master, the
motion is hereby granted to the extent herein provided.¹

2. The reference to the bankruptcy court is withdrawn pursuant to 28 U.S.C.
§ 157(d) solely for the purpose of the Trustee’s motion for the appointment of a Special Master.

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1 3. The Court deems it necessary and desirable to appoint the Hon. Ellen Sickles
2 James (Ret.) as Special Master in this matter.

3 4. The Special Master's appointment will become effective upon her filing an
4 affidavit disclosing that there is no ground for disqualification under 28 U.S.C. § 455. *See* Fed. R.
5 Civ. P. 53(a)(2) & (b)(3).

6 5. Unless her service is earlier terminated by the Court, the Special Master shall
7 serve until the Trustee notifies the Court that all Fire Victim Claims duly filed with the Trust on
8 behalf of Protected Person have been liquidated, approved or disallowed, accepted, and paid to
9 the extent possible based upon Trust assets available through the Plan and as provided in this
10 Trust Agreement; provided, however, the Trustee may seek the appointment to continue for a
11 longer period for good cause shown.

12 6. The Special Master shall proceed with all reasonable diligence to perform her
13 duties. *See* Fed. R. Civ. P. 53(b)(2).

14 7. Specifically, the Trustee requests the Court to appoint the Special Master to
15 perform the following duties:

16 (a) To assess whether, in advance or and in conjunction with the CRP process, a
17 *guardian ad litem* must be appointed for a Protected Person on whose behalf a
18 Fire Victim Claim has been submitted in order to make decisions regarding
19 participation in the dispute resolution process and to oversee such appointment as
20 necessary;

21 (b) For any Protected Person entitled payment of a Claim Determination Amount
22 who represented by an attorney, to obtain disclosure of the following matters: by
23 whom and the terms under which the attorney was employed; whether the
24 attorney has received or expects to receive any compensation, from whom, and
25 the amount;

26 (c) To propose, or review the measures proposed by a *guardian ad litem*, guardian or
27 other authorized representative of the Protected Person for the protection of a

1 Protected Person's interests in a Claim Determination Amount, such as the
2 creation and maintenance of a blocked account;

3 (d) To determine whether proposed measures to protect a Protected Person's interests
4 in Claim Determination Amount are at least as protective as measures used by
5 California state courts for such purposes and are otherwise consistent with federal
6 and law and, on such basis, to issue orders approving such measures.

7 (e) To issue orders determining the reasonableness of attorneys' fees and allowing or
8 restricting the payment of attorneys' fees and other costs and expenses from any
9 Claims Determination Amount;

10 (f) To propose procedures for obtaining authorization of disbursements from any
11 account established for a Protected Person and to recommend the adoption of such
12 procedures to the Claims Administrator;

13 (g) To make findings and recommendations for measures to protect the interests of
14 Protected Persons who are Beneficial Owner of Claims and to report such
15 findings to the Claims Administrator and the Trustee, including, in the interests of
16 efficiency, omnibus measures to be generally applicable to disbursements to or on
17 behalf of Protected Persons;

18 (h) To oversee the implementation of any measures approved by the Court for the
19 protection of Protected Persons and to issue orders enforcing such protective
20 measures; and

21 (i) To make periodic reports to the Claims Administrator and the Trustee setting
22 forth the findings and recommendations referred to hereinabove and concerning
23 such other matters as the Court or the Trustee shall request.

24 8. The Special Master shall have the authority to take appropriate measures in
25 compliance with the terms of the Plan, Confirmation Order, Trust Documents and applicable law
26 to perform her/his duties fairly and efficiently, to regulate all proceedings before her and to issue
27 orders necessary to discharge the duties and responsibilities conferred on her. *See Fed. R. Civ. P.*
28 53(c)(1).

1 The Special Master may communicate *ex parte* with the Court, Trustee, and Claims
2 Administrator.

3 9. All orders of the Special Master are final and binding.

4 10. The Special Master shall be compensated at an hourly rate of \$1,100, which
5 compensation shall be paid from assets of the Trust.

END OF ORDER